liable thereon. *Price* v. *Taylor*, 5 H. & N. 540. Besides naming his principal, an agent must express by some form of words that the writing is the act of the principal, though done by the hand of the agent. *Tucker Mfg. Co.* v. *Fairbanks*, 98 Mass. 101. This is sufficiently expressed, if the face of the instrument, when interpreted as it would generally be understood, shows that the parties intended that the principal only should be liable. *Liebscher* v. *Kraus*, 74 Wis. 387. *Contra*, *Heffner* v. *Brownell*, 70 Ia. 591. The same result has been reached under the Negotiable Instruments Law, which provides that when an instrument contains words indicating that the agent signs for or on behalf of a principal, he is not liable on the instrument, if duly authorized. See N. Y. Laws 1897, c. 612. *Western Grocer Co.* v. *Lackman*, 75 Kan. 34. The principal case finally disposes of a *dictum* by Lord Ellenborough that the agent whose name appears on a negotiable instrument, will be liable thereon, unless it also appears in so many words that he subscribes for another. See *Leadbitter* v. *Farrow*, 5 M. & S. 345.

AGENCY — PRINCIPAL'S LIABILITY TO THIRD PERSONS IN TORT — RESPONDEAT SUPERIOR NOT APPLIED TO GRATUITOUS SERVICE. — The defendant's servants were authorized to give away old barrels. The plaintiff was injured through the negligence of the defendant's employee in throwing such a barrel to the plaintiff's companion. *Held*, that the defendant is not liable. *Wallace* v. *John A. Casey Co.*, 132 N. Y. App. Div. 35.

The weight of American authority exempts charitable corporations from liability for their servants' negligence on the ground that it would be unjust to subject the master to the incidental burdens of the servant's employment, when he derives no pecuniary benefit therefrom. *Hearns* v. *The Waterbury Hospital*, 66 Conn. 98; *McDonald* v. *Massachusetts General Hospital*, 120 Mass. 432. Upon this theory there is no logical ground for distinguishing charitable corporations from business corporations or individuals dispensing charitable gifts. See *Union Pac. Ry. Co.* v. *Artist*, 60 Fed. 365. As the recipient, and not the dispenser of the charity, is the real beneficiary of the servant's labor, this doctrine seems just. *Cf. Powers* v. *Massachusetts Homœopathic Hospital*, 101 Fed. 896. The theory has been advanced that the recipient, by accepting a charity, waives the responsibility of the master for the servant's negligence. See *Kellogg* v. *Church Charity Foundation of Long Island*, 128 N. Y. App. Div. 214. The present case expresses the same idea in another form; the recipient must be held to have assumed the risk of the servant's negligence. The reasoning is analogous to that of the fellow-servant doctrine. *Cf. Farwell* v. *Boston & Worcester R. R. Corp.*, 4 Met. (Mass.) 49. Although founded on fiction, it seems to lead to a correct result.

BANKRUPTCY — DISCHARGE — EFFECT UPON OBLIGATIONS OF BANKRUPT AS LESSEE. — After renewing his lease, but before the beginning of the new term, a lessee filed a voluntary petition in bankruptcy. After the beginning of the new term, he was adjudged a bankrupt and discharged. Under a statute giving the landlord a lien on the tenant's goods for the entire rent to accrue, the landlord attached the stock of goods allowed to the bankrupt as an exemption. *Held*, that the landlord has a lien for future rent. *Shapiro* v. *Thompson*, 49 So. 391 (Ala.).

A tenant's discharge in bankruptcy does not release him from liability for rent to accrue under a subsisting lease, for it is well settled that future rent is not a provable claim. *Watson* v. *Merrill*, 136 Fed. 359. The landlord, therefore, must look to the bankrupt personally for his security, unless their relation as landlord and tenant is severed by the adjudication. On this latter point there is a conflict of authority. It has been held that the adjudication *ipso facto* terminates the lease. See *In re Jefferson*, 93 Fed. 948. But the better view appears to be that the leasehold, like any other property of the bankrupt, goes to the trustee, subject to his right of disclaimer. *In re Pennewell*, 119 Fed. 139; *White* v. *Griffing*, 44